

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547396

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MERCER ADVISORS INC.		10/31/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 200		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4920486	INVESTING FOR LIFE.	
Registration Number:	4723694	INVESTING FOR LIFE. IT'S WHAT WE DO.	
Registration Number:	1299919	KANALY	
Registration Number:	1298025	KANALY	
Registration Number:	4981676	WEALTH BUILDING FORMULA	
Registration Number:	3971804	TRAUST SOLLUS	
Registration Number:	3211139	HELPING CLIENTS ACHIEVE AND MAINTAIN FIN	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.250		
NAME OF SUBMITTER:	Kimberley A. Lathrop		

CH \$190.00 4920486

SIGNATURE:	/Kimberley A. Lathrop/
DATE SIGNED:	10/31/2019
Total Attachments: 5 source=06a. Notice of Grant of Security Interest in Trademarks (Mercer Advisors Inc.)#page1.tif source=06a. Notice of Grant of Security Interest in Trademarks (Mercer Advisors Inc.)#page2.tif source=06a. Notice of Grant of Security Interest in Trademarks (Mercer Advisors Inc.)#page3.tif source=06a. Notice of Grant of Security Interest in Trademarks (Mercer Advisors Inc.)#page4.tif source=06a. Notice of Grant of Security Interest in Trademarks (Mercer Advisors Inc.)#page5.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of October 31, 2019 (this "Agreement"), made by MERCER ADVISORS INC., a Delaware corporation (the "Pledgor"), in favor of MIDCAP FINANCIAL TRUST, as Collateral Agent (as defined below).

Reference is made to the Security Agreement, dated as of October 31, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among OHCP Crimson Merger Sub, Inc., a Delaware corporation (prior to the Merger, the "***Borrower***"), which upon effectiveness of the Merger will be merged with and into GC Waves Holdings, Inc., a Delaware corporation (after the Merger, the "***Borrower***"), each subsidiary of the Borrower from time to time party thereto, OG Crimson Parent, Inc., a Delaware corporation, and Midcap Financial Trust, as collateral agent for the Secured Parties referred to therein (together with its successors and assigns in such capacity, the "Collateral Agent"). The parties hereto agree as follows:

SECTION 1. ***Terms.*** Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. ***Grant of Security Interest.*** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Security Agreement did, and hereby does, assign and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all of such Pledgor's right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Assets, the "Trademark Collateral"): all Trademarks, including those listed on Schedule I, and the goodwill of the business symbolized by the foregoing; provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any intent-to-use Trademark application prior to the filing with, and acceptance by, the U.S. Patent and Trademark Office of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use Trademark application under applicable law.

SECTION 3. ***Security Agreement.*** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of

any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Counterparts.* This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. *Governing Law.* **THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT, TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.**

SECTION 6. *Termination.* This Agreement is made to secure the payment of the Secured Obligations. This Agreement and the security interest granted hereby shall terminate with respect to all of the Pledgor's Secured Obligations and any Lien arising therefrom shall be automatically released upon termination of the Security Agreement or release of the Pledgor's Secured Obligations thereunder or as otherwise provided in the Security Agreement. The Collateral Agent shall, in connection with any termination or release herein or under the Security Agreement, execute and deliver to the Pledgor as the Pledgor may request, an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Agreement. Additionally, upon such payment (and when otherwise contemplated by the Security Agreement), the Collateral Agent shall reasonably cooperate with any efforts made by the Pledgor to make of record or otherwise confirm such satisfaction including, but not limited to, the release and/or termination of this Agreement and any security interest in, to or under the Trademark Collateral.

SECTION 7. *Loan Document.* This Agreement constitutes a "Loan Document under and as defined in the Credit Agreement and is subject to the terms and provision therein regarding Loan Documents.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

MERCER ADVISORS INC.

By: 
Name: Mathew Encino
Title: Secretary

[Signature Page to Notice of Grant of Security Interest in Trademarks (Mercer Advisors Inc.)]

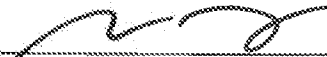
TRADEMARK
REEL: 006783 FRAME: 0666

ACCEPTED AND AGREED:

MIDCAP FINANCIAL TRUST,
as Collateral Agent

By: Apollo Capital Management, L.P., its investment
manager

By: Apollo Capital Management GP, LLC, its general
partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

Schedule I
to Notice of Grant of Security Interest in Trademarks

Trademarks Owned by Mercer Advisors Inc.

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
INVESTING FOR LIFE.	4,920,486	3/22/2016
INVESTING FOR LIFE. IT'S WHAT WE DO.	4,723,694	4/21/2015
KANALY	1,299,919	10/9/1984
KANALY	1,298,025	9/25/1984
WEALTH BUILDING FORMULA	4,981,676	6/21/2016
TRAUST SOLLUS	3,971,804	5/31/2011
HELPING CLIENTS ACHIEVE AND MAINTAIN FINANCIAL INDEPENDENCE	3,211,139	2/20/2007

U.S. Trademark Applications

None.